EXHIBIT 1

AGREEMENT
Between
Automobile Mechanics' Local 701 IAM&AW
and
YRC, INC.
USF HOLLAND, LLC.

April 1, 2020 through MARCH 31, 2025

INDEX OF ARTICLES

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Automobile Mechanics' Union Local 701 IAM&AW
and
YRC Freight, INC.
USF HOLLAND, LLC.

Effective: April 1, 2020 through MARCH 31, 2025

A G R E E M E N T

COVERING FOREMEN, LEADMEN, JOURNEYMEN MECHANICS, HELPERS, APPRENTICES, TRAILER MECHANICS, TIREMEN AND ALL OTHER EMPLOYEES COMING UNDER THE JURISDICTION OF AUTOMOBILE MECHANICS' LOCAL NO. 701, INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO, 450 GUNDERSEN DR. CAROL STREAM, ILLINOIS 60188.

ARTICLE OF AGREEMENT

This Agreement made and entered into by and between **YRC Freight and USF Holland LLC.**, parties of the first part as listed above, hereinafter referred to as the "Employer", and the officers and members of the AUTOMOBILE MECHANICS' UNION LOCAL NO. 701, IAM&AW, AFL-CIO, of the greater metropolitan area of Chicago and vicinity, parties of the second part hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

SECTION 1.1
The Employer recognizes the Union as the sole and exclusive collective bargaining representative of the employees covered by this Agreement, except where state or federal law prohibits.

SECTION 1.2
The Employer when in need of any men covered by this Agreement shall notify the office of Automobile Mechanics' Local No. 701, 450 Gundersen Dr. Carol Stream, Illinois 60188, phone (708) 482-1720.

SECTION 1.3
In the event the Automobile Mechanics Local No. 701 is unable to supply the Employer with sufficient employees as covered by this Agreement, the Employer shall have the right to secure such employees as required in any manner whatsoever, provided they shall notify the Union of the employment. The Employer shall notify the Union in writing of the classification of each new employee at the time of hire. Before reporting for work the probationary employee so employed shall secure

authorization cards at the Union office for coverage under the Automobile Mechanics= Local No. 701, Union Health & Welfare Plan and the Automobile Mechanics= Local No. 701 Union Pension Plan.

ARTICLE 2 - UNION SECURITY

SECTION 2.1

As a condition of employment with the Employer, all present employees within the terms of this Agreement must become and remain members of the Union in good standing to the extent that employees must pay either (1) the Union's initiation fees and periodic dues or (2) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues, and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities, in accordance with the Union's constitution and bylaws on or after thirty-one (31) days from the date of employment.

SECTION 2.2

As a condition of employment with the Employer, all new employees within the terms of this Agreement must become and remain members of the Union in good standing to the extent that employees must pay either (1) the Union's initiation fees and periodic dues or (2) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues, and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities, in accordance with the Union's constitution and bylaws on or after thirty one (31) days from the date of employment.

SECTION 2.3

The Employer and the Union agree, as a condition of employment with the Employer, a casual employee must become and remain a member of the Union in good standing to the extent that employees must pay either (1) the Union's initiation fees and periodic dues or (2) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues, and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities, in accordance with the Union's constitution and bylaws on or after thirty one (31) days from the date of employment.

SECTION 2.4
Any employee in the bargaining unit who fails to maintain membership in the Union because of non-payment of initiation fees, dues, or fails to pay service fees or objector fees, shall be summarily discharged by the Employer upon receipt of written notice and demand from the Union.

SECTION 2.5
Probationary employees covered by this Agreement shall not be considered permanent employees until they have worked a probationary period of sixty (60) calendar days. During this probationary period they shall be eligible for all applicable provisions of this Agreement except seniority status. If their employment continues beyond sixty-one (61) calendar days, their seniority shall then start as of the first day worked as a probationary employee. During their probationary period employees may be discharged at the sole discretion of the Employer and said discharge shall not constitute a grievance under the terms and conditions of this Agreement.

SECTION 2.6
This Agreement shall cover all future locations which the Employer may operate during the term of this Agreement or any extension thereof which involves the partial or complete transfer of operations from the existing locations or any work covered or performed by employees in the existing or new future locations under the jurisdiction, of Automobile Mechanics= Local No. 701, as permitted by the IAM & AW, AFL-CIO, in the greater metropolitan area of Chicago.

ARTICLE 3 - NON-DISCRIMINATION

The Employer and Union agree that neither party to this Agreement shall in any way discriminate against any person or persons seeking employment or conditions after employment because of race, color, national origin, creed, age or sex.

ARTICLE 4 - WAGE INCREASES

SECTION 4.1 Wages paid effective March 31st, 2020 for all classifications become the new base rate, upon which raises in this agreement are based. The employee's first respective hourly increase granted by this Agreement is April 1, 2020.

SECTION 4.2 MINIMUM HOURLY WAGE RATES
All classifications shall receive the amounts of the increases negotiated herein.

MINIMUM HOURLY WAGE RATES

Effective April 1, 2020 - $0.50 per hour increase
Effective September 1, 2020 - $0.50 per hour increase

Effective April 1, 2021 - $0.35 per hour increase
Effective September 1, 2021 - $0.35 per hour increase

Effective April 1, 2022 - $0.35 per hour increase
Effective September 1, 2022 - $0.35 per hour increase
Effective April 1, 2023 - $0.40 per hour increase
Effective September 1, 2023 - $0.40 per hour increase
Effective April 1, 2024 - $0.40 per hour increase
Effective September 1, 2024 - $0.40 per hour increase

Wages Effective April 1, 2020

Classification	Eff. 4/1/20	Eff. 9/1/20	Eff. 4/1/21	Eff. 9/1/21	Eff. 4/1/22	Eff. 9/1/22	Eff. 4/1/23	Eff. 9/1/23	Eff. 4/1/24	Eff. 9/1/24
Foreman										
Day	$24.99	$25.49	$25.84	$26.19	$26.54	$26.89	$27.29	$27.69	$28.09	$28.49
Night	$25.16	$25.66	$26.01	$26.36	$26.71	$27.06	$27.46	$27.86	$28.26	$28.66
Journey man/ Trailer Mechanic										
Day	$24.78	$25.28	$25.63	$25.98	$26.33	$26.68	$27.08	$27.48	$27.88	$28.28
Night	$24.95	$25.45	$25.80	$26.15	$26.50	$26.85	$27.25	$27.65	$28.05	$28.45
Helper Hired Prior to 5/1/82										
Day	$23.88	$24.38	$24.73	$25.08	$25.43	$25.78	$26.18	$26.58	$26.98	$27.38
Night	$24.05	$24.55	$24.90	$25.25	$25.60	$25.95	$26.35	$26.75	$27.15	$27.55
Skilled Tireman										
Day	$24.09	$24.59	$24.94	$25.29	$25.64	$25.99	$26.39	$26.79	$27.19	$27.59
Night	$24.26	$24.76	$25.11	$25.46	$25.81	$26.16	$26.56	$26.96	$27.36	$27.76
Stockroom Journeyman										
Day	$23.92	$24.42	$24.77	$25.12	$25.47	$25.82	$26.22	$26.62	$27.02	$27.42
Night	$24.09	$24.59	$24.94	$25.29	$25.64	$25.99	$26.39	$26.79	$27.19	$27.59
Stockroom Apprentices										
Day	$23.58	$24.08	$24.43	$24.78	$25.13	$25.48	$25.88	$26.28	$26.68	$27.08

Night	$23.75	$24.25	$24.60	$24.95	$25.30	$25.65	$26.05	$26.45	$26.85	$27.25

Stockroom Apprentice, $.10 per hour additional each thirty (30) days until the stockroom journeyman rate is reached.

SECTION 4.3 NEW HELPER RATE

Effective upon execution of this Agreement, all new hired Helpers shall be paid at the rate of 65% of the Journeyman Mechanic applicable pay scale.

SECTION 4.4 APPRENTICE SCALE

1st six months.....	65%
2nd six months.....	67%
3rd six months.....	70%
4th six months	75%
5th six months.....	80%
6th six months.....	85%
7th six months.....	90%
8th six months.....	95%
Thereafter.....	100%

The apprentice wages shall be determined by using the percentage scale cited above each contract anniversary year. For the purposes of new hire pay progression, new hire apprentices with 1 or more years of verifiable diesel school education, or work experience will start on the above apprentice scale at the 70% mark.

SECTION 4.5 NEW HIRE RATE:

Effective upon the date of ratification, newly hired employees shall receive the following percentage of the rate of pay of the applicable classifications base day rate:

New hire rate	80% of applicable base rate
Employees after 1st six months	85% of applicable base rate
Employees after 2nd six months	90% of applicable base rate
Employees after 3rd six months	95% of applicable base rate
Employees after 4th six months	100% of applicable base rate

These rates shall be considered as minimums.

New hire applicants, with a minimum of four (4) years of verifiable industry experience, (work on diesel equipment), shall not be subject to the above New Hire schedule and shall start at the full rate of pay in effect on the date they are hired. Employees presently in progression on the date of ratification of this Agreement who possess the above experience shall be brought up to the full scale in effect on the date

of ratification.

SECTION 4.6 NO REDUCTION

Employees who were receiving above the minimum wage rate for their respective classification at the expiration of the previous Agreement shall suffer no reduction and shall be paid the specified amounts of the increases negotiated in this Agreement. This shall also apply in dove-tail situations brought about by acquisitions, mergers or buy-outs of any Employer and/or companies. This shall only apply in the case of a dove-tail, merger, buy-out, etc., when the employee is required to continue to perform the same duties in any given classification.

SECTION 4.7

Any employee employed by the Employer who is coming under the jurisdiction of Automobile Mechanics= Local No. 701 and not classified in this Agreement their rates of pay shall be established between a Business Representative of Local 701 and the proper official of the Employer.

SECTION 4.8 FOREMAN-LEADMAN

All Foreman (Leadman) shall receive twenty-five cents ($0.25) per hour above the mechanic's day rate. Night shift Foreman (Leadman) shall receive an additional twenty cents ($0.20) per hour night shift differential.

SECTION 4.9 NIGHT SHIFT DIFFERENTIAL

Employees employed on the night shift shall receive an additional twenty cents ($0.20) per hour over and above their regular day rate. Where night shift employees work overtime, they shall be paid for overtime at the applicable rate of overtime pay including the night shift differential.

SECTION 4.10 DESCRIPTION OF NIGHT SHIFT

Night shift shall mean any shift that starts before 6:00 A.M. or ends after 6:00 P.M., but the night shift rate shall not apply when day men are working after 6:00 P.M. and being paid overtime for the same.

SECTION 4.11 COST OF LIVING ADJUSTMENT

All regular employees shall be covered by the provisions of a cost-of-living allowance as set forth below.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers", CPI-W (Revised Series Using 1982-84 Expenditure Patterns). All Items published by the Bureau of Labor

Statistics, U.S. Department of Labor and referred to herein as the "Index''.

Effective April 1, 2021, and every April 1 thereafter during the life of the Agreement, a cost-of-living allowance will be calculated on the basis of the difference between the Index for January, 2020, (published February, 2020) and the index for January, 2021 (published February, 2021) with a similar calculation for every year thereafter, as follows:

For every 0.2 point increase in the Index over and above the base (prior year's) Index plus 3.5%, there will be a 1 cent increase in the hourly wage rates payable on April 1, 2021, and every April 1 thereafter. These increases shall only be payable if they equal a minimum of five cents ($.05) in a year.

All cost-of-living allowances paid under this Agreement will become and remain a fixed part of the base wage rate for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made at the beginning of the first (1st) pay period after the receipt of the Index.

In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Employer and the Union to know what the Index would have been had it not been revised or discontinued, then the Employer and the Union will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree within sixty (60) days, thereafter, the issue of an appropriate substitute shall be submitted to an arbitrator for determination. The arbitrator's decision shall be final andbinding.

ARTICLE 5 - JOB DESCRIPTIONS

SECTION 5.1 HEAD MECHANIC, LEADMAN AND/OR FOREMAN

In shops requiring multiple supervision an effort shall be made to use a chain of commands in the shop.

In shops requiring supervision, the first man above the mechanic shall be a Local No. 701 member.

At no time shall a salaried supervisor be permitted to use mechanic's tools for repair work.
Foreman who perform only supervisory work on a regular work week shall not use tools on premium days except for instructional purposes.

On scheduled overtime where supervision is not required, working foremen

or leadmen who are normally required to use tools shall take their regular turn to work overtime as the Journeyman rotating seniority roster dictates.

SECTION 5.2 MECHANIC

A mechanic includes any person who dismantles, repairs or assembles any part of the car, truck, tractor, trailer, automobile or truck body or internal combustion engine.

SECTION 5.3 TRAILER MECHANIC

For classification purposes, a trailer mechanic includes any person hired for the purpose of maintaining, servicing, rebuilding and repairing trailers, where the Employer has established a trailer department as such.

The Employer shall have the right to utilize a trailer mechanic on any other mechanical work deemed necessary including tire repair or tire changing, steam cleaning, lubrication work, welding or assisting the power mechanic on power work.

SECTION 5.4 HELPER

No employee classed as a helper shall do any skilled work other than assisting or helping the mechanic perform skilled work and any other work classed as non-skilled that the Employer shall assign him to. A helper shall not be termed a "learner" mechanic - "learners" are covered under the apprentice classification. The term "Helper", being a broad term, applies to men doing strictly unskilled work.

At no time shall a helper be required to have personal tools on Employer premises.

SECTION 5.5 APPRENTICE

A ratio of one apprentice for the Employer and one for each four (4) additional mechanics shall be allowed. An apprentice may do any work that the Employer shall assign him to under the supervision of the foreman (head mechanic) or mechanic. The Employer shall set up a **written** system of training for the apprentice who shall during his four-year apprenticeship be put on all types of work commonly known as mechanic's work, so that at the end of his apprenticeship he shall be a full-fledged, qualified journeyman mechanic. No apprentice shall be allowed to remain on one type of work more than six months, unless mutually agreed to by the Union and the Company.

SECTION 5.6 SKILLED TIREMAN

The term skilled tireman shall include those men who are able to re-cap tires, vulcanize tires, keep complete tire records where required, and

have full knowledge of all rim and wheel sizes and specifications. When a shortage of tire work exists, a tireman shall be required to perform any work other than skilled mechanical work that the Employer shall assign him to and he shall receive the tireman rate of pay for any work performed other than tire work. A helper may change, break down and repair flat tires, but shall not be considered a skilled tireman, as such, without the aforementioned capabilities.

ARTICLE 6 - HOURS OF WORK

SECTION 6.1 GUARANTEE

All employees within the terms of this Agreement shall be guaranteed not less than forty (40) straight time hours of work per week. The guarantee shall be proportionately reduced where an employee is discharged for just cause.

SECTION 6.2 WORK SCHEDULE

Eight (8) hours shall be the standard work day and forty (40) hours shall constitute the work week. When a starting time is established the employee shall start each day at that same time for his or her respective work week.

The Employer and the Union, by mutual Agreement, may establish a four (4) consecutive day work week with a daily ten (10) hour guarantee by approval of the regular employees affected.

SECTION 6.3 FLEXIBLE WORK WEEK

It is agreed by the parties that a flexible work week operation may be established. The regular employees will be guaranteed forty (40) hours per week and will be scheduled any five (5) consecutive eight (8) hour days. The Employer may establish any four (4) consecutive ten (10) hour days in a work week. In any week in which paid holidays fall, the guaranteed work week shall be reduced by eight (8) hours for employee's scheduled for five (5) eight (8) hour days or ten (10) hours for employee's scheduled for four (4) ten (10) hour days for each such holiday when such holidays fall within the scheduled work week. All employees will be paid time and one half (1-1/2) for all hours worked on the sixth (6th) day and double time for all hours worked on the seventh (7th) consecutive day of their work week. Employees working four (4) ten (10) hour shifts shall be paid time and one half (1-1/2) for the fifth (5th) and sixth (6th) consecutive days worked and double time for hours worked on the seventh (7th) consecutive day within the employee's work week and time and one half (1-1/2) for all hours worked after ten (10) hours. When an employee's bid schedule changes as a result of a new bid, job abolishment or bumping, the employee will be scheduled by the Employer in order to preserve the employee's 40 hour

guarantee.

The following shall constitute the order of call after bid employees on days other than holidays.

1) (1) laid off, and (2) probationary employees who have not worked forty (40) hours that week.
2) Casuals

Casual employees may be utilized by an Employer to replace regular employees when such regular employees are off due to illness, injury, vacations, jury duty, funeral leave, approved leave of absence or during days missed as a result of bid changeovers. To be considered a replacement, the casual employee must work on the shift that the absence occurred, or within two (2) hours of the start of that shift. Laid off employees shall be offered work opportunity prior to casual employees.

Casual employees may be used to supplement the regular work force if all available regular employees are working or scheduled to work. Laid off employees shall be offered work opportunity prior to the use of supplemental casuals. Such supplemental casual employees shall not be used on premium work days to deprive regular employees of premium work opportunity.

Casual employees may also be used to supplement the work force on a daily basis. However, when casual employees are used as supplements to the work force for more than thirty (30) work days in a ninety (90) day period, the Employer shall be required to add one (1) employee of their choosing from the list of current casuals as a probationary employee under the terms of this Agreement.

Casual employees would receive seventy percent (70%) of the rate of pay based upon the current rates of pay for the classification of work performed by the casual employee.

The Employer is obligated to pay a Health & Welfare and Pension contribution on such casual employees in accordance with Articles 11 and 13.

A monthly list of all extra (e.g. laid off), casual (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Union by the tenth (10th) day of the following month. Such list shall show:

1. The employee's name, address and social security number.
2. The dates worked.

3. The classification of work performed each date, and the hours worked.
4. The name, if applicable, of the employee replaced. This list shall be compiled on a daily basis, and shall be available for inspection by a Union Representative and/or Shop Steward.

This item may be opened if mutually agreeable by the parties at the anniversary of the contract.

SECTION 6.4 NIGHT SHIFT
Employees on night shift shall be paid vacation and holiday pay at the night shift rate.

All overtime worked by a designated night shift employee shall be paid at the night shift rate. This includes night shift men working premium days.

SECTION 6.5
On work shifts starting the day before a holiday, the regular rate of straight time pay will be paid for the necessary hours worked into the holiday to complete the daily bid guarantee. All hours worked beyond this completion time shall be paid at the rate of double time (2 times). The eight (8) hour guarantee for holidays shall not apply when an employee works beyond his regular shift into the holiday.

SECTION 6.6
An established starting time shall remain the same, however, the Employer has the right to change the starting time in which case the employee must be notified not later than the end of his preceding work week.

SECTION 6.7
Any employee shall have recourse through the grievance procedure if his shift is changed more than once in a four week period.

At no time shall the forty (40) hours cover six (6) nights.

SECTION 6.8 LUNCH TIME
Lunch time shall not exceed one (1) hour.

SECTION 6.9 LATE FOR WORK
When an employee is thirty (30) minutes or less late for his scheduled shift, he shall be docked the actual time late. Time in excess of thirty (30)minutes shall be figured in actual time increments. However, an employee late over thirty (30) minutes may receive an attendance infraction. The employee shall be allowed to complete his number of

scheduled hours for that day, at the managers discretion.

ARTICLE 7 - WEEKLY PAY DAY

All employees covered by this Agreement shall be paid in full each week. Employees shall be paid in full when laid off or discharged. Each employee on pay day shall be provided with an itemized statement of gross earnings and all deductions for any purpose. If a holiday falls on a regular pay day, the employee shall be paid on the day before the holiday.

All employees hired after 4-1-2004 may be asked to be paid through the Employer's direct deposit program.

ARTICLE 8 - OVERTIME

SECTION 8.1 OVERTIME RULES

Applicable overtime rate shall be paid for all time worked over the regular day or night schedule, as set forth in Article 6.

When an employee is requested to work overtime after his regular shift and this work is consecutive with his regular shift he shall be paid at the applicable overtime rate.

The Employer agrees to give the employees concerned as much notice of expected shift overtime as is reasonably possible.

In no case shall any employees coming under the jurisdiction of Automobile Mechanics' Local No. 701 take time off for overtime worked.

SECTION 8.2 TIME AND ONE-HALF (1-1/2) RATE

The time and one-half (1-1/2) rate shall be paid for the following:

All hours worked after eight (8) hours a day, in the case of ten (10) hour bids, all hours worked after ten (10) hours a day.

All hours worked after forty (40) hours a week.

All hours worked on the sixth (6th) consecutive day worked - 4 hour guarantee shall apply. In the case of 10 hour bids, all hours worked on the fifth (5th) and sixth (6th) consecutive day worked - 4 hour guarantee shall apply.

SECTION 8.3 DOUBLE TIME (2 TIMES) RATE

The double time (2 times) rate shall be paid for the following:

All hours worked on a holiday - see holiday language for shift overlapping a holiday.

All hours worked on the seventh (7th) consecutive day worked in the employees' work week - 8 hour guarantee shall apply.

SECTION 8.4 OVERTIME SCHEDULING RECORDS

The Employer agrees to make available to the Union a record of scheduled overtime work for examination by the Union Representative.

SECTION 8.5 OVERTIME SCHEDULE POSTING

When a Employer schedules overtime on a regular basis, this schedule should be posted in a timely manner. Posting of this schedule does not mean that additional personnel cannot be added to this list as necessity dictates.

SECTION 8.6 OVERTIME EQUALIZATION

Overtime schedule is to be decided and approved by individual shop majority vote to equalize overtime either by shift, or equalization with all shifts rotating in accordance with the master seniority roster. No decisions may be changed more than once in a contract year.

The Employer shall rotate scheduled overtime among employees in their respective classifications and departments as equally as practical.

When an employee is scheduled to work on a premium day, and he calls to report he cannot come in, the Employer then has the right to call the next man on the seniority list. This will not be counted as emergency time. And, regardless if worked or not by the next alternate employee on the overtime schedule, it shall not affect the employee's right to overtime as originally scheduled.

On scheduled overtime where supervision is not required, working foremen or leadmen who are normally required to use tools, shall take their regular turn to work overtime as the journeyman rotating seniority roster dictates.

Scheduled overtime that is refused shall be counted as time worked when computing equalization.

SECTION 8.7 SCHEDULED EARLY START

Where an employee has been scheduled for an early start and has been given eight (8) hours' notice of said early start and said employee, for sickness or any reason, does not report as scheduled, the Employer is entitled to replace this employee for the scheduled early start under the same conditions as the original man was scheduled. This will not

be considered emergency work, and the eight hour notice shall not apply for the replacement.

ARTICLE 9 - HOLIDAYS

SECTION 9.1

All employees coming under the jurisdiction of this Agreement shall be paid for the following holidays regardless of the day of the week on which the holiday shall fall:

NEW YEAR'S DAY	LABOR DAY	CHRISTMAS EVE DAY
MEMORIAL DAY	THANKSGIVING DAY	CHRISTMAS DAY
JULY FOURTH	DAY AFTER THANKSGIVING	EMPLOYEE'S BIRTHDAY

SECTION 9.2 HOLIDAY RULES

The hours of the employee's regular shift shall constitute a day's pay for the above holidays. In the case of 4 - 10 hour bid employees, compensation for holidays falling outside the scheduled work week shall be 8 hours a day.

Where the hours of an employee's regular shift overlaps into a holiday, it shall be considered his regular shift and he shall be paid at straight time rate.

Employees who are required to work on any of the above holidays shall be paid at the rate of straight time for the holiday plus additional double time (2 times) for the hours worked on the holiday with a minimum guarantee of eight (8) hours. To receive pay for the above holidays, the employee must work his/her regularly scheduled work day before or his/her regularly scheduled work day after the holiday. This is subject to an employee working three (3) days in his/her regular scheduled work week in which the holiday falls.

All scheduled shifts starting on a holiday shall have an eight (8) hour guarantee, and all hours worked and extending into the following day from a scheduled shift that started on a holiday will be paid at the double (2 times) rate, plus the holiday pay.

A holiday shall be counted as a day worked in computing overtime.

In the event that a holiday falls on an employee's regular day off, that employee shall have the option of taking a day off with pay at his/her discretion in either the work week before or the work week after the holiday, or to take an additional day's pay. The Employer may require a five (5) day written notice from the employee of the option selected. The option to take an additional day off is subject to a reasonable number of employees being off on that day.

Any of the specified holidays in this Article that fall on Sunday, the day observed by the state, nation or by proclamation shall be observed as such.

Where any of the holidays specified in this Article fall on days Monday through Saturday and by Federal or State laws and/or by proclamation are designated to be observed on a different day, the day so named shall become the observed holiday under the terms of this Agreement and paid for as such.

SECTION 9.3 HOLIDAYS, DURING LAYOFF, OCCUPATIONAL ILLNESS OR INJURY
If any holiday falls within the 30-day period following an employee's layoff due to lack of work or occupational illness or injury and such employee is also recalled to work during the same 30 day period but did not receive any holiday pay, then in such case, he shall receive an extra days pay for each holiday payable in the week in which he returns to work. Said extra days pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the contract. An employee who was off due to lack of work or occupational illness or injury and is not recalled to work within the aforementioned 30 day period is not entitled to the extra day or days upon his return. Under no circumstances shall the extra pay referred to herein be construed to be hours worked or, a part of the then current weekly forty (40) hour guarantee.

If a holiday falls within the thirty (30) day period during an employee's proven illness or injury and such employee has been off five (5) or more consecutive working days, the employee shall be paid for said holiday upon his return to work.

SECTION 9.4 EMPLOYEE'S BIRTHDAY
All employees coming under the jurisdiction of this Agreement shall be paid for their birthday regardless of the day of the week on which it falls. The hours of the employee's regular shift, (eight (8) hours or ten (10) hours in the case of a 4 - 10 bid employee) shall constitute a day's pay.

An employee by mutual Agreement between the employee and Employer may work on his birthday and shall receive his applicable rate of pay, that is, double time for the hours worked plus eight (8) hours birthday pay or by mutual Agreement shall be allowed to take a different day off within the two week period before or after the birthday and this shall not break his guarantee in the week in which he takes the day off. In the event the employee's birthday falls on a holiday he shall be allowed to take a day off with pay in either the two week period before or after the birthday. In a year other than Leap Year, March 1st shall be considered as the birthday of an employee whose birthday is February 29th Leap Year.

Any mutual Agreement arrived at by the employee and the Employer relating to the employee's birthday must be in writing and signed by both parties in duplicate.

ARTICLE 10 - PERSONAL DAYS

SECTION 10.1 PERSONAL DAYS OFF

Effective January 1, 2010, and every subsequent January 1 thereafter, all present employees shall be entitled to six (6) paid personal days off. Employees shall be paid eight (8) hours pay at their straight time hourly rate for each such personal day taken off. Management may require pre-notification of not less than two (2) consecutive calendar days of the days so chosen by the employee. The employer may deny selected days off preceding or following a holiday, or days that would hamper the employer's operation. Based on the operational needs of the employer, the company will not unreasonably deny an employee a personal day off with proper notification.

In the event a state or local law requires employees to receive sick/personal leave benefits greater than those contained herein, the Employer shall be responsible for providing such benefits above those contained herein at no cost to the employee. Any such requirements shall be in addition to the contractually guaranteed sick/personal time. For example, if an employee is contractually entitled to five (5) sick/personal days and the law requires that the employee receive eight (8) days, he or she shall receive the five (5) contractual days and the three (3) additional days required by law. The employee in this example shall not receive a total of thirteen (13) days.

SECTION 10.2 NEW EMPLOYEE PRO-RATE

New employees hired after ratification of this Agreement, shall earn paid personal days at the rate of one (1) day for each two (2) months of employment during that contract year. Fifteen (15) calendar days or more shall be counted as a full month employment for purposes of this Article.

SECTION 10.3 PAYMENT FOR DAYS NOT TAKEN

Employees shall be paid for the unused portion of this benefit entitlement at the end of each calendar year by separate paycheck, and said pay shall include night shift differentials, if applicable. Employees who sever their employment with the Employer shall be paid the unused portion of this benefit entitlement at the time of termination. The unused portion where employment is terminated shall be based on a pro-rata portion of time worked. An employee who is absent due to occupational illness or injury, shall have this time credited as time worked for personal days in the year of that injury, providing employee

has worked a minimum of ninety (90) days in that contract year. Holidays, vacation and compensable jury duty shall count as days worked.

ARTICLE 11, 13 & 14 BENEFIT ALLOCATIONS

The Employer's total contribution amount for the Automobile Mechanics' Local 701 Health & Welfare Fund, the Automobile Mechanics' Local 701 Pension Fund and the I.A.M. National Pension Fund effective August 31, 2020 is $753.19 per week per employee.

Accordingly, the company shall pay to the Automobile Mechanics Local No. 701 Union and Employers Pension Fund (hereinafter "Pension Fund"), the weekly contribution that is determined by the Union's allocation notification letter.

Health & Welfare	$323.00 per week per employee
Local 701 Pension	$205.73 per week per employee
I.A.M. Pension	$195.00 per week per employee ($4.95 per hour)
Total	$736.73 per week per employee

The Employer's total contribution for each eligible employee per week to the Automobile Mechanics' Local 701 Health & Welfare Fund, the Automobile Mechanics' Local 701 Pension Fund and the I.A.M. National Pension Fund for the duration of the Agreement shall be as follows:

Effective 4/1/21	To be determined by Union's allocation letter
Effective 4/1/22	To be determined by Union's allocation letter
Effective 4/1/23	To be determined by Union's allocation letter
Effective 4/1/24	To be determined by Union's allocation letter

The Union, in its sole discretion, shall annually allocate the total contribution amounts listed above among the Automobile Mechanics' Local 701 Health & Welfare Fund, the Automobile Mechanics' Local 701 Pension Fund and the I.A.M. National Pension Fund based upon the recommendations of the Funds' actuaries, provided that the Union's allocation to the Automobile Mechanics' Local 701 Pension Fund shall comply with the requirements of the Funding Improvement Plan adopted by the Board of Trustees during all such times that the Funding Improvement Plan is in effect.

The Union shall annually provide the Employer with a 30 day advance written notice of the amounts which will be allocated to the Welfare and both Pension Funds for the following contract year.

Pension Protection Act provision:

If, in accordance with a duly adopted funding improvement plan or rehabilitation plan, the Union's Pension Fund(s) are required to issue a schedule pursuant to ERISA Section 305 (added by the Pension Protection Act of 2006) that requires contributions in excess of those contained in this Article or if surcharges are imposed on the Employer pursuant to the Pension Protection Act of 2006, the Union and the Employer shall promptly meet to negotiate and agree to reasonable changes in the Agreement to generate sufficient savings to cover the cost of the increased contributions or the surcharges.

ARTICLE 11 - HEALTH AND WELFARE FUND

SECTION 11.1

The following rates shall be paid to the Automobile Mechanics' local 701 Health and Welfare fund in accordance with the table below

Effective 8/31/2020	$323.00 per employee, per week
Effective 4/1/2021	$339.80 per employee, per week
Effective 4/1/2022	$363.80 per employee, per week
Effective 4/1/2023	$383.80 per employee, per week
Effective 4/1/2024	$398.60 per employee, per week

The Employer shall pay the sum as determined by the Union pursuant to Article 11, 13 & 14 BENEFIT ALLOCATIONS per week for each regular employee covered by this Agreement who performs work in such week into the Automobile Mechanics' Local 701 Union and Industry Welfare Fund for the payment of health and welfare benefits as determined by the Board of Trustees. Any disagreement with respect to the eligibility, time and method of payment, payments during periods of employee illness or disability, methods of enforcement of payment and related matters shall be determined by such Trustees. (Payment shall be made so as to reach the Health & Welfare Fund office not later than the 10th day of the following month. (For example, the April payment shall be made not later than May 10th.) The Fund, in all respects, shall be administered in accordance with the Trust Agreement drawn.

SECTION 11.2

The method and amount of payment shall be as follows:

A) The amount as determined by the Union pursuant to Article 11, 13 & 14 BENEFIT ALLOCATIONS per employee per week shall be contributed for each employee covered under the collective bargaining Agreement for any week in which such employee performs any service for the Employer, even

when such service is not performed under the terms of the collective bargaining Agreement. This shall apply to new employees from date of hire. This shall apply to those employees classified as "casual", who perform service on three (3) days or more in a work week.

B) If an employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of four (4) weeks.

C) If an employee is absent because of occupational illness or injury, the required contribution shall be made until the employee returns to work or for a period of fifty two (52) weeks whichever period is the shorter.

D) The obligation to make the above contribution shall continue during periods when the collective bargaining Agreement is being negotiated and during periods when the employee is not performing a direct service for the Employer due to fringes outlined in this Agreement, such as, vacations, military leave as outlined in USERRA and "Military Duty" as outlined in Article 12 Section 10 of this Agreement, etc.

E) All leaves of absence when granted by the Employer in addition to the requirements of the parties, shall be conditioned upon the Employer and the employee making satisfactory arrangements for paying the weekly contribution to the Health and Welfare Fund, and at all times the payment shall be made by the Employer for the period of such granted leave of absence, not to exceed six (6) months.

F) It is understood that the above provisions shall include Optical coverage under the Local No. 701 Health & Welfare Plan.

ARTICLE 12 - FAMILY AND MEDICAL LEAVE, LEAVE OF ABSENCE, MATERNITY LEAVE AND MILITARY DUTY LEAVE

SECTION 12.1

All employees who worked for the employer for a minimum of 12 months and worked at least 1,250 hours during the past 12 months are eligible for unpaid leave as set forth in the Family and Medical Leave of 1993.

Eligible employees are entitled to up to a total of 12 weeks of unpaid leave during any 12 month period for the following reasons:

A. Birth or adoption of a child or the placement of a child for foster care.

B. To care for a spouse, child or parent of the employee due to a

serious health condition.

C. A serious health condition of the employee.

SECTION 12.2
The employee's seniority rights shall continue as if the employee had not taken leave under this section, and the employer shall maintain health insurance coverage during the period of the leave.

SECTION 12.3
The employer may require the employee to substitute accrued paid vacation or other paid leave for part of the 12-week period. **The employer will not force employees to use pre-scheduled vacation time as FMLA leave, provided the vacation involved was pre-scheduled in accordance with this Agreement.**

SECTION 12.4
The employee is required to provide the employer with at least 30 days in advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as possible.

SECTION 12.5
The employer has the right to require medical certification of a need for leave under this Act. In addition, the employer has the right to require a 2nd opinion at the employer's expense. If the second opinion conflicts with the initial certification, a third opinion, at the employer's expense may be sought, which shall be final and binding. Failure to provide certification shall cause any leave taken to be treated as an unexcused absence.

SECTION 12.6
As a condition of returning to work, an employee who has taken leave due to his/her own serious health condition must be medically qualified to perform the functions of his/her job. In cases where employees fail to return to work, the provisions of this Article will apply.

Disputes under this provision shall be subject to the grievance procedure.

SECTION 12.7
The provisions of this Section are in response to the Federal FMLA and shall not supersede any state or local law which provides for greater employee rights.

Section 12. 8 Leave of Absence

Any employee desiring a leave of absence from employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for the same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment except with permission from the Employer.

Section 12.9 Maternity Leave

In the event of pregnancy, the employee may take a leave of absence at any time after conception, by mutual agreement or upon certified medical certificate. The employee may take a leave of absence of not more than three (3) months immediately after the birth of the baby. This three (3) month period may be extended by mutual agreement provided the employee provides a certified medical certificate.

Section 12.10 Military Duty

Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

In addition to any contribution required under USERRA, the Employer shall continue to pay health and welfare contributions for regular active employees involuntarily called to active duty status from the military reserves or National Guard. Such contributions shall only be paid for a maximum period of eighteen (18) months.

Upon notification from an employee that he/she is taking USERRA qualified military leave, the Employer shall notify the Union within five (5) business days.

ARTICLE 13 - PENSION FUND

SECTION 13.1

Effective 4/1/2020	**$205.73** per employee, per week
Effective 4/1/2021	$TBD per employee, per week
Effective 4/1/2022	$TBD per employee, per week

Effective 4/1/2023	$TBD per employee, per week
Effective 4/1/2024	$TBD per employee, per week

The Employer shall continue to make contributions to the applicable pension funds at the rate in effect as of March 31, 2020, for the duration of the agreement, under the terms/conditions currently in effect. To the extent any pension fund has a duly adopted funding improvement plan or rehabilitation plan that requires contribution rate increases shall be payable up to a maximum of eight percent (8%) annually.

The Employer shall be obligated to contribute the sum as determined by the Union pursuant to Article 11, 13 & 14 BENEFIT ALLOCATIONS per week for each employee covered by this Agreement to the Pension Fund of the Automobile Mechanics' Local No. 701. (Payments shall be made so as to reach the Pension Fund office not later than the 10th day of the following month. For example, the April payment shall be made not later than May 10th.) The Fund shall in all respects be administered in accordance with the Trust Agreement drawn. The Pension Plan shall be administered by the Board of Trustees composed of an equal number of Employer Trustees and Union Trustees. Employer Trustees to be made up of those groups paying into said Pension Fund.

SECTION 13.2

The Employer's liability and method of payment is limited as follows:

A) The amount as determined by the Union pursuant to Article 11, 13 & 14 BENEFIT ALLOCATIONS per employee per week shall be contributed for each employee covered under the collective bargaining Agreement for any week in which such employee performs any service for the Employer, even when such service is not performed under the terms of the collective bargaining Agreement. This shall apply to new employees from the date of hire. This shall apply to those employees classified as "casual" who perform services on 3 days or more in a work week.

B) If an employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of four (4) weeks.

C) If an employee is absent because of occupational illness or injury, the required contribution shall be made until the employee returns to work or for a period of fifty-two (52) weeks, whichever period is the shorter.

A) The obligation to make the above contribution shall continue during periods when the collective bargaining Agreement is being negotiated and during periods when the employee is not performing a direct service for the Employer due to fringes outlined in this Agreement, such as, vacations.

ARTICLE 14 - IAM NATIONAL PENSION FUND

SECTION 14.1
The Employer shall contribute to the I.A.M. NATIONAL PENSION FUND, NATIONAL PENSION PLAN **$4.95** per hour for each full-time employee covered under the terms of this Agreement for each day in which said employee performs any service for the Employer with a 40 hour maximum **($198.00)** for the first year of this Agreement. This shall apply to new full-time employees from their date of hire.

Effective August 31, 2020 - $4.95 PER HOUR
Effective August 31, 2020 - TBD by Union's annual allocation letter
Effective April 1, 2021 - TBD by Union's annual allocation letter
Effective April 1, 2022 - TBD by Union's annual allocation letter
Effective April 1, 2023 - TBD by Union's annual allocation letter
Effective April 1, 2024 - TBD by Union's annual allocation letter

If the employee is paid only for a portion of an hour, contributions will be made by the Employer for the full hour.

SECTION 14.2
The obligation to make the above contribution shall continue during periods when the Collective Bargaining Agreement is being negotiated and during periods when the employee is not performing a direct service for the Employer due to vacations, holidays, personal days, approved leaves of absence, absences for jury duty or funeral leave taken in accordance with the terms of this Agreement.

SECTION 14.3
If an employee is absent due to a non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of ten (10) work days.

SECTION 14.4
If an employee is absent due to an occupational illness or injury, the Employer shall continue to make the required contribution until the employee returns to work or for a period of one hundred thirty (130) work days, whichever period is the shorter.

SECTION 14.5

The Employer adopts and agrees to be bound by, and hereby assent to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

SECTION 14.6

This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

SECTION 14.7

The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

SECTION 14.8

This Article contains the entire Agreement between the parties regarding pensions and retirement under this Plan and any contrary provision in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceedings.

SECTION 14.9

Casuals shall not be a participant in the IAM Pension until such time they gain full-time status.

ARTICLE 15 - LETTING OUT WORK

The Employer agrees that it will not subcontract work which the represented employees in the unit are capable of performing, provided however, if due to an increase in work load the Employer's facilities are inadequate or additional required manpower is not available from the Union and no qualified employees are on layoff. If sublet the Employer shall send the work to a 701 shop if available. Further the employer may

also use outside vendors to perform work in the yard if no one is on layoff and so long as 4 hours of overtime are offered to all employees at the terminal qualified to perform the work on the shift(s) during which the work is tendered to outside vendors except as provided below. Such work shall be offered to Local 701 vendors first if available. It is not the intent of the Employer to deplete the bargaining unit. Any discrepancy shall be subject to the grievance procedure. This Article will not apply to manufacture warranty work.

Vendors will be allowed to work on equipment used in the foreign or non-employer equipment rail operation on employer premises without triggering the overtime provision. Any other work beyond equipment used in the rail operation, which is normally and regularly performed by Local 701 mechanics, shall continue to be performed by Local 701 mechanics within the current workforce of the employer or as may be sublet under the terms and conditions of the Agreement.

ARTICLE 16 - SENIORITY

SECTION 16.1 LAYOFF AND RECALL

In laying off men or in returning men to work after a layoff seniority shall prevail by departments in accordance with job classification. It is agreed by the parties that when a reduction in work force is necessary, that apprentices shall be subject to the layoff prior to any journeyman who have completed their sixty one (61) day probationary period. Any employee laid off shall carry his seniority for four (4) years.

The Employer shall not only notify the employee that they wish him to return to work if such is the case, but they shall also notify the Union that they are offering the laid off employee the opportunity to return to work. Employee recalled shall report for work within five (5) working days from the date of notification.

SECTION 16.2 BUMPING

Bumping will not be permitted. If an Employer shall hire a new man, the Employer shall have the right to keep the new man on the day job for a period of sixty one (61) calendar days.

SECTION 16.3 JOB POSTING

The Employer shall post all new job openings (with a copy to the Union) giving the employees with the required seniority and classification the right to bid on such new job openings within five (5) working days. If an employee is absent at the time the job opening is posted, he shall be allowed to bid within five (5) working days after returning to work.

SECTIONS 16.4 JOB BIDDING

In the event of a layoff, hiring or shift changing which requires the redistribution of shift personnel, all shifts shall be re-bid for the total number of employees needed on each particular shift within classification and seniority. All openings on a shift that are not filled by employees bidding shall be filled by seniority according to classification starting with the bottom man on the seniority roster. Such shift changes shall be instituted no later than seven (7) calendar days following the completion of the job bidding. This job bid affecting all locations shall take place not less than once every twelve (12) months unless mutually agreed. New employees may be kept on a day shift for sixty one (61) days and then be subject to assignment on a shift in keeping with their seniority.

SECTION 16.5 JOB UPGRADING

Present qualified employees shall receive first consideration for any job opening that represents an upgrading from their present classification. Such consideration shall be based on seniority, proving the employee is otherwise qualified. This clause does not pertain to supervisory jobs (foreman-leadman).

SECTION 16.6 SUPERVISORY JOBS FOREMAN-LEADMAN

Such job appointments or removal thereof are at the sole discretion of the Employer and therefore such positions need not be posted.

A qualified journeyman employee bidding on a job shall retain his full journeyman seniority when he moves from one journeyman classification to another.

A member who is removed from a foreman, leadman or head mechanic, shall be reinstated to his journeyman classification with full seniority.

If an employee covered by this Agreement is promoted to a supervisory capacity excluded from the bargaining unit and remains outside the unit in excess of six (6) months and then returns to the unit, his/her seniority for layoff purposes shall begin the date he/she returns to work within a classification covered by this Agreement.

SECTION 16.7 COMPANIES HAVING MULTIPLE LOCATIONS

When an Employer maintains multiple and permanent locations, the decisions on seniority relative to job posting, shift bidding and hiring, will be worked out between the Employer and the Union in the form of an addendum to the existing Agreement.

SECTION 16.8 TOTAL SENIORITY

All Local 701 members shall have a seniority date equal to the total length of service with the present Employer that has been accrued through various Local 701 classifications, subject to the provisions of Article 1, section 1.3. Casuals do not gain seniority.

SECTION 16.9 LAYOFF

In the event of layoff employees shall be notified not later than the end of their last shift of their work week. A layoff notice, in writing, shall be submitted to the employee as well as to the Union for purposes of record relating to Welfare and Pension payments. Seniority rights of a laid off employee will continue to accumulate while he is laid off for a period of four (4) years.

Vacation credits will not accrue while employee is on layoff. Time off due to layoff shall count toward years of service on vacation credits, that is 1, 2, 3, 4, or 5 weeks as the case may be. The date that an employee returns to work from layoff becomes the employee's new anniversary date with regard to vacations.

Where layoff conditions dictate that only one mechanic will be retained in a given shop, that mechanic will be the most senior journeyman capable of performing normal required duties. The most senior journeyman mechanic will be retained when the above circumstances prevail, and a lead man will be subject to that layoff by seniority within his journeyman classification.

A foreman, leadman or head mechanic shall not have super-seniority. An employee appointed to the classification of foreman shall be subject to that layoff within his journeyman classification by seniority.

SECTION 16.10 SENIORITY UNDER NEW Employer MANAGEMENT INVOLVING, MERGER, PURCHASE, ACQUISITION, SALE, ETC.

Where any Employer, a party to this contract, shall merge with another Employer, or where any Employer, a party to this contract, shall take over another Employer, the seniority of the employees of the Employer that is merging or of the Employer that is being taken over shall be dovetailed according to classification. If the carriers involved are solvent, then the seniority lists of the companies shall be dovetailed so as to create a Master Seniority List based upon total years of service with either Employer. This is known as dovetailing in accordance with years of seniority.

In the application of this rule it is immaterial whether the transaction is called a merger, purchase, acquisition, sale, etc. It is also immaterial whether the transaction involves merely the purchase of stock of one corporation by another, with two separate corporations continuing in existence, and it is immaterial whether separate terminals of the

companies are physically merged or not.

If, in the type of transaction described above, one of the companies is insolvent at the time of the transaction, then the employee of the insolvent Employer will go to the bottom of the master seniority list for work purposes and layoff only and shall maintain his original Employer seniority for fringe benefit. The test of whether a Employer is solvent or insolvent is governed entirely by whether bankruptcy, receivership, composition for the benefit of creditors, reorganization, or similar proceedings are pending in state or federal court. If such proceedings are pending, the Employer is considered insolvent for the purpose of this rule.

Where only temporary authority is granted in connection with any of the transactions described above, then separate seniority lists shall continue in effect until final authority is granted unless otherwise agreed. The Employer which is to survive will assume the obligations of both collective bargaining Agreements during the period of the temporary authority.

ARTICLE 17 - SUCCESSOR CLAUSE

This Agreement and the Supplemental Agreements hereto, hereinafter referred to collectively as this Agreement, shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or Interstate Commerce Commission rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation or use of such Interstate Commerce Commission rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, or transfer or lease of an individual run or runs, or rights only, or such rights are taken over by assignment, receivership or bankruptcy proceedings, the specific provisions of this Agreement, excluding riders or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferee, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union and to the employees covered for all damages sustained as a result of such

failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, the transferee, or lessee has agreed to assume the obligations of this Agreement. Corporate reorganizations by a Signatory Employer, occurring during the term of this Agreement, shall not relieve the Signatory Employer of the obligations of this Agreement during its term.

ARTICLE 18 - PROFIT SHARING

The Employer agrees not to enter into any Agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.
Consistent with past interpretations, profit plans and employee stock ownership program which comply with previously established guidelines are not violation of this Section.

Current profit sharing plans and employee stock ownership programs established prior to April 1, 1999 that have been previously approved shall continue for the duration of this Agreement.

Profit sharing plans and employee stock ownership programs established after April 1, 1999 shall be adopted if approved by a majority (50%) plus 1, of the bargaining unit employees voting by secret ballot (in which case all unit employees shall be covered by such plan).

Such current plans shall remain in effect until the later of expiration of the plan or until replacement plan is approved by a unit employee vote as provided in this Section.

Wage deduction under the new or current plan, hereinafter adopted shall not exceed fifteen (15%) of the applicable wage rates, and new plans shall be adopted only if approved by 50% plus 1 of the employees voting by secret ballot (in which case all unit employees shall be covered by such plans).

After consultation with the Union, the Employer may establish and make available to employees a profit sharing plan that does not alter or amend the economic conditions contained in this Agreement.

ARTICLE 19 - VACATIONS

SECTION 19.1 VACATION WEEKS AND PAY
Full vacation pay shall be given to employees at their regular rate of pay before starting on their vacation.

1 week	for 1 year
2 weeks	for 3 years
3 weeks	for 8 years
4 weeks	for 15 years
5 weeks	for 20 years

Vacation pay shall be based on an employee's current rate of pay at the time he takes his vacation.

All members covered by this agreement will receive fifty (50) hours vacation pay for each week of vacation.

For employees hired after ratification, vacation shall be paid at forty (40) hours for the life of the 2020-2025 CBAs as applied and in accordance with the applicable CBA.

All employees, members of Automobile Mechanics' Local No. 701, employed by the company for one (1) year, shall receive one (1) week vacation;
All employees, members of Automobile Mechanics' Local No. 701, employed by the company for three (3) years, shall receive two (2) weeks vacation;

All employees, members of Automobile Mechanics' Local No. 701, employed by the company for eight (8) years, shall receive three (3) weeks vacation;
All employees, members of Automobile Mechanics' Local No. 701, employed by the company for fifteen (15) years, shall receive four (4) weeks vacation;

All employees, members of Automobile Mechanics' Local No. 701, employed by the company for twenty (20) years, shall receive five (5) weeks vacation;

SECTION 19.2 VACATION SELECTIONS

Vacation shall be picked by seniority according to classifications of the employees in each department. Such seniority shall be based on total service accrued through various Local 701 classifications during the period of employment with the present employer.

A) Vacation selections by seniority and according to classifications of the employees in each department shall take place no later than November 1st of each year for the following January 1 through December 31 vacation year.

B) Paid vacations chosen by seniority may be taken after 60% of straight time hours from an employee's anniversary date are worked and prior to that time if agreeable to both parties.

Where an employee chooses to "split" his vacation, his first choice of consecutive weeks shall count. After all employees have picked their vacations, the employees with split vacations may again choose the balance of their vacation by seniority according to classification in each department.

C) When one of the holidays or birthday designated in this agreement falls within an employee's scheduled vacation period, the employee shall select and be granted either an additional day's pay or an additional day off with pay to be added either the work week before or the work week after his/her vacation. The Employer may require a five (5) day written notice from the employee of the option selected. The option to take and additional day off is subject to a reasonable number of employees being off on that day.

SECTION 19.3 PAYMENT IN LIEU OF TIME OFF FOR VACATION

Employees who qualify for vacation may by mutual agreement between the parties elect to receive payment for any and all vacation earned, in whole week segments in lieu of taking time off. This must be documented in writing and signed by both parties.

SECTION 19.4 SEGMENTED VACATION

Employees entitled to vacation shall be entitled to split up to three (3) weeks of earned vacation in increments of one (1) day or more. If an employee elects to take one or more weeks of vacation in this manner, all days must be taken during the anniversary year allowed under this Agreement or they shall be **paid**. There shall be no carry over of accrued vacation. The employee must submit to the employer a minimum of seven (7) days written request for such split vacation.

A) During the selection period, full week vacations shall take priority over segmented requests. After the selection period, segmented requests shall be awarded on a first come basis.

B) A minimum of ten percent (10%) of the active work force at each location of the employer that employs mechanics, will be allowed on vacation during the contract year. Daily vacations will be included in the ten percent (10%) allowed to be off.

The employer may also increase the allowable percent off if the operation is not adversely effected.

C) When the employee takes the first segment of such segmented vacation, he/she will be paid for a full week vacation at the applicable

vacation rate and the remainder of such segmented vacation shall be taken without pay and shall be included in the computation of the above mentioned minimum ten (10%) percent allowed off.

An employee may request in writing to the employer, a minimum of seven (7) days in advance, that he/she be paid for each day of split vacation on a daily basis.

D) All vacation earned and not used by the employee by the employees anniversary date shall be paid out in full to the employee with the next payroll cycle.

E) The method of payment (daily or weekly) shall be made in accordance with company payroll policy.

SECTION 19.5 VACATION PERIOD

Vacation period shall be anytime during the twelve month period following each employee's anniversary date (60%).

The number of weeks of vacation benefit will be determined by the employee's accrued seniority based on the employee's next anniversary date which follows his last scheduled vacation.

An employee who is absent due to occupational illness or injury shall have this time credited as time worked for one vacation during the life of this contract, however, an employee who returns to employment with the company and sustains another injury shall again qualify for another vacation, pro-rated, based on time worked during each anniversary year. In the event of employee's death, his designated beneficiary shall be paid his vacation or pro-rata share of vacation pay due him.

SECTION 19.6 PRO-RATA VACATION

An employee who completes twelve (12) months or more of service from the date of employment upon being discharged or voluntarily leaving the service of the company shall not only receive his vacation pay if he has acquired one, two, three, four or five weeks, but shall also receive a pro-rata share of the extra months he may have coming which shall be figured by months. Fifteen (15) calendar days or more shall be counted as a full month. Less than fifteen (15) calendar days shall not be counted.

If an employee is terminated during any anniversary year, said employee will be entitled to a pro-rata share of vacation based on the employee's next anniversary date. Anniversary date shall be used in computing pro-rata vacation. For example -

Employees severing their service with the company who have not attained the 60% full vacation qualification specified in this vacation article shall receive vacation pro-rata based on the following schedule:

After 6 months service, the pro-rata share shall be 4.25 hours vacation pay for each month.

After 2 years service, the pro-rata share shall be 8.33 hours vacation pay for each month.

After 7 years service, the pro-rata share shall be 12.50 hours vacation pay for each month.

After 14 years service, the pro-rata share shall be 16.66 hours vacation pay for each month.

After 19 years service, the pro-rata share shall be 20.83 hours vacation pay for each month.

A new employee who completes six months but less than one year of service and is laid off shall receive a pro-rata share of vacation based on four and one-fourth (4.25) hours for each month employed.

SECTION 19.5 PRO-RATA TRANSITION YEARS

An employee having completed 2 years, 7 years, 14 years or 19 years, and upon entering the 3rd, 8th, 15th or 20th year, shall upon having worked sixty percent (60%) of the straight time hours in said year, be entitled to a full vacation with pay based upon his next anniversary date.

ARTICLE 20 - UNION REPRESENTATIVES AND STEWARDS

A steward may be appointed for each shop at the discretion of the Union. In case of any minor difficulty in the shop, the steward shall be permitted to take reasonable time to adjust same without pay deduction, but in no case shall he have the authority to change any part of or wording of this Agreement. If a shop has a steward, he must be informed as soon as possible in the event of employee discharge so that if a discrepancy exists regarding the discharge, the member as well as the steward may immediately contact the Business Representative allowing him to adjust the grievance with a minimum loss of time. Accredited representatives of Automobile Mechanics' Local No. 701 shall be permitted to enter the shop of the Employer for business purposes during day or night shifts.

ARTICLE 21 - WARNING NOTICE

Warning notices must be signed by a proper Employer official who is not a member of the bargaining unit.

Employees shall not be discharged without just cause, such as, proven intoxication, drinking on the job, proven illegal narcotic intoxication, proven dishonesty, or gambling on the job without Employer permission. In cases of infractions of a lesser nature, the Employer shall give the employee at least two (2) written warning notices with a copy to the proper official of the Union. Upon the third or subsequent warning notice an employee may be discharged. Any warning notice shall be invalid after twelve (12) months from the date of issuance.

Employees who fail to report for their regular scheduled work day or shift, or for overtime work, must notify the Employer within a reasonable length of time prior to their scheduled starting time. Employees who fail to do so could be subject to a warning notice. At no time shall an employer force an employee to take time off as a disciplinary measure.

If an employee receives a written warning notice the employee must submit a rebuttal notice to the Employer within 15 days after receipt of the warning notice (with a copy to the Union representative) explaining why he/she feels that they do not deserve this warning notice.

Grievances for warning notices will remain in abeyance with no further action necessary unless a loss of employment or monetary loss to the employee occurs within twelve (12) months of the date of the warning notice(s). In the event of loss of employment or monetary loss to the employee the grievance will proceed through the grievance process. A grievance supported by a rebuttal notice will be considered timely and properly before the Joint Committee.

If the parties agree, the Joint Committee will hear each warning notice along with the employee=s rebuttal notice. Each warning notice at that time will be decided on its own merits as to whether it is a valid warning notice or an invalid warning notice.

In the event an employee fails to submit a grievance and a notice of rebuttal/protest within the time period set forth, the disciplinary action will be deemed to be valid and may not be challenged at a later date.

ARTICLE 22 - DISCHARGED EMPLOYEES

Employees shall not be discharged without just cause. Employees found to be intoxicated or drinking on the job or proven illegal narcotic intoxication in accordance with the drug and alcohol testing program set forth in Article 38, possession of an illegal substance, proven dishonesty, willful destruction of Employer property or equipment, destruction of another employee's property, gambling on the job without Employer permission (which can be proven), may be immediately discharged. Such termination notice shall be submitted to the employee as well as a copy sent to the Union.

Employees who are discharged will be given the reasons for the discharge in writing at the time they are discharged. The Employer shall also notify the Union, in writing, in all cases where an employee is discharged. The Employer will notify the Union in advance of such discharge when possible. This is not to be construed to mean that the Employer does not have the right to discharge an employee without prior notice to the Union. It only means that if the situation is such that the Employer may consistently do so, the Union will be informed before such action is taken.

ARTICLE 23 - GRIEVANCES

Complaints and grievances shall be settled by using the following procedures: Except in the case of written warning notices as described above.

Any individual employee or group of employees shall have a right to present grievances to the Employer and to have such grievances adjusted and, similarly, the Employer shall have the right to present grievances to the Union.

All grievances must be presented to the proper official of Automobile Mechanics' Local No. 701 within fifteen (15) calendar days from the date the event occurs or from the last date of occurrence which gives rise to the grievance. Any pay claims shall be presented within thirty (30) days of the occurrence or shall be deemed untimely.

Neither party shall be under any obligation to consider any grievance which is not presented within the time provided herein. Any grievance that is not appealed within the time specified in Article 23 shall be considered as settled on the basis of the decision last given and shall be final and binding upon the Employer, the Union, and the employee or employees involved. However, in all steps of the grievance procedure an extension of time to appeal or answer a grievance may be agreed upon

between the parties.

Should any differences arise between the Employer and the employee which cannot be adjusted, then the following procedures shall be followed:

Step One:

(A) Except in the case of termination, the employee shall present the dispute to the Employer's representative in writing, and should notify the Union, no later than fifteen (15) days following the occurrence of the matter causing the dispute. If this is not done, the complaint is not valid.

(B) An employee who is terminated must file a written grievance with the Employer within five (5) days after the date of termination. This five day period will be extended if the employee is:

(1) On vacation;
(2) On authorized leave of absence;
(3) Any other reason mutually agreed to.

This five day period begins upon notification of discharge. If this is not done the complaint is not valid.

(C) If the parties are not able to adjust the complaint within a reasonable time, then:

Step Two:

The complaint shall be discussed by the Union's representative and the Employer's representative. This will be done within ten (10) days from the time the complaint is presented to the Employer's representative.

Step Three:

If the complaint is not settled in the second step within a period of fifteen (15) days, the complaint may, at the request of either party, be submitted to a grievance committee known as the Joint Committee. The costs of such proceeding shall be borne equally between the Employer and the Union.

Step Four:

The Joint Committee shall be comprised of an equal number of TRUCKING MANAGEMENT, INC. (TMI) and/or YRC Freight Inc./USF Holland LLC. Employer representatives and Union Officers or Representatives. The Joint Committee shall have jurisdiction over all grievances and disputes properly brought before it and mutually agreed upon between the two parties. The Joint Committee may be convened by either party upon serving the other with written notice. Failure to serve such notice within thirty calendar days shall render the grievance invalid. The Joint

Committee must be convened in a timely manner (within a sixty-day period) after receipt of written notice, unless postponed by mutual Agreement. Postponement of a Joint Committee Panel Hearing is allowed once to each party, providing the requesting party notifies all parties involved in the dispute hearing. This notification must be requested three business days, excluding Saturdays, Sundays and Holidays, prior to the hearing date, unless otherwise mutually agreed. After due notice, the failure of either party to appear in a hearing case properly filed for hearing by the Joint Committee, shall result in loss of the case of the absent party, except only when the Joint Committee shall waive this rule for purpose of preventing injustice, or to safeguard the will of Labor-Management as expressed in this Agreement, or to take cognizance of unusual circumstances in the affairs of either party. The Joint Committee may establish a set of conduct or procedural rules to adhere to during the grievance hearing meetings where they, at any time, may amend, alter, delete, or add to these rules of Committee procedure upon their own Agreement to do so. The Joint Committee Rules of Procedure shall not conflict with the meaning and intent of this Agreement. Neither party directly related to the case being presented before the Joint Committee shall participate as a Committee member. It is agreed to between the parties that regardless of the number of persons officially attending the hearing on behalf of either party that the parties have an equal number of votes each. Decisions of the Joint Committee are final and binding upon all parties involved. The Joint Committee shall designate a chairperson to conduct the hearing. The complaining side shall first present it=s case, except in a termination hearing, followed by the other party. Adequate time allowance shall be made for rebuttal. If the Joint Committee refuses to take the case, no decision can be rendered, the decision is deadlocked or either party chooses not to participate in the fourth step procedure, the remaining party may proceed immediately to Step 5 - Arbitration.

Step 5 - Arbitration:

Any grievance which remains unsettled after having been fully processed pursuant to the first four steps in the grievance procedure as set forth in this Article may be submitted to arbitration upon written request by the Union to the Employer. This shall be done within ten (10) calendar days from the date that the parties refused to engage in step four or the date the Joint Committee declined or is unable to render a decision.

If arbitration is requested, the Union and the Employer shall select one arbitrator from the Federal Mediation and Conciliation Service (FMCS). An arbitrator shall be selected from a list of seven (7) Chicagoland area arbitrators. Upon receipt of the panel, the parties shall alternately strike names from the list until only one name remains, who shall be the impartial arbitrator. The party appealing to arbitration

shall strike the first name. In the event the parties are unable to agree upon an arbitrator FMCS shall select an arbitrator in accordance with their respective procedure. Each party shall pay one-half (2) of the expenses and fees of the arbitrator, filing fees and the arbitration proceedings. The cost of any stenographic record made and any transcript thereof shall be paid for by the party requesting same.

The decision of the arbitrator shall be final and binding upon all parties concerned and, in discharge cases, shall be rendered not later than ninety (90) days from the date of hearing. The arbitrator shall not have the power or authority to add to, subtract from, amend, modify, change or vary the terms of this Agreement. Any grievance affecting the financial status of any employee which is settled in favor of the employee shall be retroactive to the date of which the grievance was presented to the Employer.

If the parties agree to an expedited arbitration, the rules of FMCS for Expedited Arbitrations shall apply. The timetables as noted above can be waived at any stage of the procedure through mutual Agreement between the parties.

In view of the fact that the parties have provided for an orderly procedure for settling differences of opinions and disputes, the Union agrees that for the duration of this Agreement, there shall be no strikes and the Employer agrees that during the life of this Agreement there shall be no lockouts. Employees shall not be discharged for refusing to cross a legitimate picket line of any unions recognized by the Employer.

Notwithstanding any other provisions of this Agreement to the contrary, if the Employer fails or refuses to remit the monthly Health and Welfare Fund or Pension Fund contribution herein provided within twenty (20) days after a notice of delinquency is mailed to the Employer via certified mail by the Administrator of the Health and Welfare and/or Pension Funds, then in such event, the Union without the necessity of giving any other or further notice shall have the right to strike or take such other legal action as it shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event any such action is taken by the Union, the Employer shall be responsible to the employees for any losses of any Health and Welfare and/or Pension benefits resulting therefrom.

The Union shall not have the right to strike, as herein provided, if the Employer notifies the administrator of the Pension and/or Health and Welfare Funds, in writing that a dispute exists concerning the amount of or liability for such contributions and the Employer agrees to and

does commence to avail themselves of the grievance procedure as set forth in this Agreement. In the event the Employer refuses to use the grievance procedure the Union shall have the right to strike as here in above provided.

If the complaining party in any dispute or grievance refuses or fails without just cause to appear or proceed to any stage of the grievance procedure, the grievance shall be deemed withdrawn and abandoned.

ARTICLE 24 - COMPENSATION CLAIMS

An employee who is injured on-the-job and is sent home or to a hospital, or who must obtain medical attention or treatment, shall receive pay at the applicable hourly rate for the balance of his/her regular shift. An employee who returns to his/her regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

SECTION 24.1 THIRD DOCTOR PROCEDURE

The Employer reserves the right to select its own medical examiner or doctor and the employee may be reexamined by his/her personal doctor. When there is a dispute between the two (2) doctors concerning the status or release of the employee, such two (2) physicians shall immediately select a third (3rd) neutral physician within seven (7) days, who shall possess the same qualifications as the most qualified of the two selecting physicians, and whose decision shall be final and binding on the Employer, the Union and the employee. The expense of the third (3rd) physician shall be equally divided between the Employer and the employee. Disputes concerning the selection of the neutral physician or back wages shall be subject to the grievance procedure. Neither the Employer nor the Union will attempt to circumvent the decision of the third (3rd) doctor.

ARTICLE 25 - MODIFIED RETURN TO WORK PROGRAM

The Employer may establish a modified work program designated to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to a disabling on-the-job injury. Recognizing that a transitional return to work program offering both physical and mental therapeutic benefits will accelerate the rehabilitative process of an injured employee, modified work programs intended to supplement the workers compensation benefits are not to be utilized as a method to take advantage of an employee who has sustained

an industrial injury.

Implementation of a modified work program shall be at the Employers option, and shall be in strict compliance with applicable federal and state workers compensation statutes. Refusal to accept modified work by an employee, otherwise entitled to workers compensation benefits, may result in a loss or reduction of such benefits as specifically provided by the provisions of applicable federal or state workers compensation statutes. Employees who accept modified work shall continue to be eligible to receive "temporary partial" workers compensation benefits as well as all other entitlement at the level provided by applicable federal or state workers compensation statutes for employees participating in modified work programs.

At the Employers option modified work shall be offered on nondiscriminatory basis to those employees who have sustained an on-the-job injury and who have received a detailed medical release from the attending physician clearly setting forth the limitations under which the employee may perform such modified work. It is understood and agreed employees who, consistent with professional medical evaluations and opinion may never be expected to receive an unrestricted medical release shall not be eligible to participate in a modified work program.

Modified work shall be restricted to the type of work that is not expected to result in re-injury and which can be performed within the medical limitations set forth by the attending physician. In the event the employee is physically unable to perform the modified work assigned, employee shall be either reassigned modified work consistent with the medical limitations set forth by the attending physician or returned to full "temporary total" workers compensation benefits until such time as employee is capable of performing modified work provided by the Employer. In the event a third party insurance carrier refuses to reinstate such employee to full temporary total disability benefits the Employer shall be required to pay the difference between the amount of benefit paid by such third party insurer and full temporary disability benefits. Determination of physical capabilities shall be based on the attending physician's medical evaluation. Under no conditions will the injured employee be required to perform work at the location subject to the terms and conditions of this Agreement. Prior to acceptance of modified work, the affected employee shall be furnished a written job description of the type of work to be performed.

The modified workday and workweek shall be established by the Employer within the limitations set forth by the attending physician. However the work day shall not exceed eight (8) hours, inclusive of coffee breaks where applicable and exclusive of 2 hour meal period and the workweek

shall not consist of less than 20 hours or more than 40 hours of work. The Employer reserves the right to schedule the day of the week comprising the workweek according to the schedule established by the Employer.

Modified work time shall be considered as time worked when necessary to satisfy vacation eligibility requirements under this Agreement. While performing modified work an employee shall receive pay for time not worked as follows -

Holiday pay shall first be paid in accordance with the provisions of this Agreement as it relates to on-the-job injuries. Once such contractual provisions have been satisfied, holidays will be paid at the modified work rate which is the modified work rate plus the temporary partial disability benefits.

Sick leave and funeral leave taken while an employee is performing modified work will be paid at the modified work rate.

Vacation pay shall be earned as set forth in this Agreement. An employee who has qualified for earned vacation by virtue of working in regular status shall be paid his vacation accordingly. In a qualifying period where an employee has both regular wages and modified work wages, vacation wages shall be based on prorate of regular vacation wages earned by virtue of working in regular status during the applicable qualifying period and total modified work vacation wages are based on the modified work rate which includes both the modified work wage and temporary partial disability benefits.

The Employer shall continue to remit contributions to the appropriate health and welfare and pension trusts during the entire time period employees are performing modified work. Such contributions shall be considered contributions made while absent for on-the-job injury and shall count toward fulfilling the contribution requirement specified in this Agreement.

Employees accepting modified work shall receive temporary partial benefits at the level provided by each respective states workers compensation law for those employees accepting a modified work program plus a modified work wage which when added to such temporary partial benefit shall equal not less than 85% of 40 hours pay employee would otherwise be entitled to under this Agreement. Where the attending physician releases an employee for modified work of less than eight hours per day or 40 hours per week, the daily and/or weekly guarantee shall be based on the number of hours specified in the release but shall be subject to a minimum equal to the amount of temporary total disability benefit the employee was previously receiving or would otherwise be entitled to.

Where an employee participates in profit sharing or ESOP as provided for in this Agreement, the 85% shall be based on the regular wage rate and not the profit sharing or ESOP plan provided that no employee shall receive a modified work wage in excess of that provided in the applicable profit sharing or ESOP plan.

Employees accepting modified work shall be subject to the disciplinary action provisions of this Agreement (cardinal sins only).

Alleged abuses of the modified work program by the Employer shall be subject to the grievance procedure under this Agreement.

This is to be administrative work, not bargaining unit work.

ARTICLE 26 - FUNERAL LEAVE

In the event of a death in the family, wife, husband, son, daughter, father, mother, sister, or brother, a regular employee shall be granted up to a maximum of three (3) days leave from work regardless of the day of the funeral. Such days shall be paid for up to 3 days for compensable time lost at the rate of 8 hours pay each day at the applicable straight time rate (day rate). Employees shall be granted one (1) day leave for Mother-in-Law or Father-in-Law (current spouse's parents). At no time shall there be duplicate compensation, examples being: during paid vacation periods, holidays, authorized leaves of absence, or absence from work due to personal or compensable sickness or injury at the time of the funeral. In the event that a 10 hour work day is in effect then, that employee will receive 10 hours pay for each day missed.

The relatives designated above shall include brothers and sisters having one parent in common, those relationships generally called "step" and children of legal custody, providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

ARTICLE 27 - JURY DUTY

Employees called for jury duty will receive the difference between eight hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of ten days for each contract year.

When such employees report for jury service on a scheduled work day, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of employee contributions to health and welfare and pension plans, vacation eligibility and payments, holidays, seniority, etc., to a maximum of ten days for each contract period.

ARTICLE 28 - SAFETY

No employee shall be required to work with faulty equipment that would jeopardize his personal safety.

The Employer agrees to provide adequate heat and ventilation to the shop.

Employer has the right to establish reasonable work and safety rules.

ARTICLE 29 - DUES AND INITIATION FEE

The Employer where so authorized and directed in writing by an individual employee subject to this contract upon form of authorization in conformity with the provisions of the Labor Management Relations Act of 1947, shall deduct initiation fees, dues, service fees, and objector fees from the pay of such employees the first pay day of the current month, and shall remit the same to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the current month.

ARTICLE 30 - CHANGES IN WORKING HOURS AND WAGES

If there should be any changes in working hours or wages due to national or state laws during the life of this Agreement, that part of the Agreement pertaining to hours and wages only shall be immediately reopened and adjusted between the Employer and the Union.

ARTICLE 31 - MOONLIGHTING

Employees in the bargaining unit shall not hold a regular full or part-time job with another Employer in direct competition unless on layoff and shall not accept work in the trade as an independent contractor in their off hours. A violation of this provision shall result in discipline, including discharge for a violation after a written notice has been issued.

ARTICLE 32 - TOOL REQUIREMENTS

All mechanics shall furnish small hand tools up to and including one-half (1/2) inch drive and the Employer shall furnish all heavy duty tools over one-half (1/2) inch drive. In the event of a difference in opinion as to what constitutes "small hand tools" or "heavy duty tools" that cannot be adjusted between the proper official of the Employer and a representative of Automobile Mechanics Local No. 701,

then the dispute shall be referred to an Arbitration Committee as referred to in Article 23 of this Agreement. The Employer shall be responsible for maintaining, rebuilding or repairing Company impact tools and recalibrating Company torque wrenches. The company shall furnish diagnostic equipment to include software, suitable for the environment, and provide training to mechanics who are required to use such equipment.

ARTICLE 33 - COMMERCIAL DRIVERS LICENSE

Where state law requires that it is necessary for any employee coming under the jurisdiction of this contract to have a commercial driver's license, the cost of obtaining the employee's first CD license shall be borne by the Employer. This shall include the use of a vehicle and a reasonable amount of time to take the test.

ARTICLE 34 - TOOL INSURANCE

The Employer shall be responsible for replacing employee's personal tools and/or tool box or boxes, which he is required by the Employer to furnish for himself, if such personal tools and/or tool box or boxes are lost due to proven theft or by fire or destruction. This responsibility shall be limited to theft of a complete set of tools or a major portion thereof (in excess of $50.00). (This is not to be misconstrued as a $50.00 deductible clause.) The Employer's liability shall not however exceed the actual replacement cost of the tools stolen. Employees shall cooperate in safeguarding their personal tools.

For employees to be covered under this Article, it is understood that each employee must furnish the Employer with a complete inventory of his personal tools, subject to verification by the Employer and must keep such inventory current. It is recommended that the employee should retain a copy of such inventory for his own protection. The Employer will give the employee a written acknowledgment of inventory submitted, with a copy to the Union.

Example:
Where tool loss is $50.00, employee is not reimbursed for any loss
Where tool loss is $50.01 or more, employee is reimbursed $50.01 or more for loss.

The Employer shall pay the following tool allowances:

Within thirty (30) days of ratification	$200.00
April 1, 2021	$200.00
April 1, 2022	$200.00
April 1, 2023	$200.00
April 1, 2024	$200.00

ARTICLE 35 - UNIFORMS

It is mutually understood that the Employer shall furnish employees with FIVE (5) uniform changes per week and shall defray the cost of uniform laundry. The kind of uniform to be used shall be at the discretion of the Employer.

Where an employee is required to perform duties outside the shop proper, rain gear shall be made available by the Employer at no cost to the employee.

ARTICLE 36 - SCHOOL PAY - CLASSES OF INSTRUCTIONS:

An employee who is requested by the Employer to attend a school or class of instruction and which may necessitate his being away from his home shall, for the time so spent, be compensated at his regular hourly rate of pay. Such compensation shall include other related expenses incurred which can be proven, such as, meals, lodging and transportation. The Employer will purchase Shop Manuals when necessary for reference by Local 701 mechanics.

ARTICLE 37 - INDIVIDUAL NEGOTIATING

The Employer nor any of his employees shall enter into any oral or written arrangement, Agreement or contract that is contrary to this Agreement. The parties agree that individual written addenda can be mutually agreed upon between the Employer and Local 701 Union.

ARITCLE 38 – Technology

The Company shall not use video surveillance devices for any disciplinary purposes except theft of property, dishonesty, violence, or unsafe acts. In the event that the Company uses any video footage in any disciplinary procedures, the Company shall provide a full copy of the footage used in determining the discipline to the Union no later than the Local Level meeting. If any new types of technology are implemented in the shop area, the Company will meet with the proper official of the Union and mutually agree on the use of the same. Enhancements or expansion of current technology is exempt from this requirement.

ARTICLE 38 – SUBSTANCE ABUSE POLICY

PREAMBLE
While abuse of alcohol and drugs among our members/employees is the exception rather than the rule, the IAM&AW Local 701 Negotiating Committee and the Employers signatory to this Agreement share the concern

expressed by many over the growth of substance abuse in American society.

The parties have agreed that the Drug and Alcohol Abuse Program will be modified in the event that further federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements. The parties have incorporated the appropriate changes required by the applicable DOT drug testing rules under 49 CFR Parts 40 and 382, and agree that if new federally mandated changes are brought about, they too will become part of this Agreement. The drug testing procedure, agreed to by labor and management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent and ensures the Employer complies with all applicable DOT drug and alcohol testing regulations. In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

Section 1 Employees Who Must Be Tested:

There shall be random, non-suspicion-based post-accident and probable suspicion testing of all employees subject to DOT mandated drugs and/or alcohol testing. This includes all employees who, as a condition of their employment, are required to have a DOT physical, a CDL and are subject to testing for drugs and/or alcohol under the provisions of this Agreement.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT-mandated drug and/or alcohol testing are only subject to probable suspicion testing as provided in this Article. The alcohol breath testing, and the drug urine testing methodology outlined in this Section will be utilized for all employees required to undergo probable suspicion testing.

It is understood that employees who voluntarily have CDL licenses, not required by the employer, are not subject to the provisions outlined in this Agreement regarding required random DOT testing. At the time this Agreement was negotiated the only employer signatory to this Agreement with a CDL requirement was USF Holland. It is understood that if other employers signatory to this Agreement should subsequently require CDL licenses as a condition of employment those said employer(s) shall meet with Local 701 to outline and discuss reasons for such change and methods to obtain such license.

A. Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the

presence of a union shop steward, if possible) to undergo a urine specimen collection and a breath alcohol analysis as provided in Section 4B. The supervisor(s) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The observations may include the indication of chronic and withdrawal effects of controlled substances. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. The employee shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

The following collection procedures shall apply to all types of testing:

A refusal to provide a urine specimen or undertake a breath analysis will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. If the employee is unable to produce 45mL of urine, he/she shall be offered up to 40 ounces of fluids to drink and shall remain at the collection site under observation until able to produce a 45mL specimen, for a period of up to three (3) hours from the first unsuccessful attempt to provide the urine specimen. If the employee is still unable to produce a 45mL specimen, the Employer shall direct the employee to undergo an evaluation, which shall occur within five business days, by a licensed physician, acceptable to the MRO, who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of urine. If the physician and the MRO conclude that there is no medical condition that would preclude the employee from providing an adequate amount of urine, the MRO will issue a ruling that the employee refused the test. If an employee is unable to provide sufficient breath sample for analysis, the procedures outlined in the DOT regulations shall be followed for all employees. Such employees shall be evaluated by a licensed physician, acceptable to the employer, who has the expertise in the medical issues concerning the employee's failure to provide an adequate amount of breath. Absent a medical condition, as determined by the licensed physician, said employee will be regarded as having refused to take the test. The employer will adhere to DOT regulations for employees who are unable to provide a urine or breath specimen due to a permanent or long-term medical condition. Contractual time limits for disciplinary action, as set forth in the appropriate Supplemental Agreement, shall begin on the day on which specimens are taken. In the event the Employer alleges only that the employee is intoxicated on

alcohol and not drugs, previously agreed-to procedures under the appropriate Supplemental Agreement for determining alcohol intoxication shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein and the breath alcohol testing procedure contained in Section 4B shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication".

B. DOT Random Testing

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT rules under 49 CFR Part 382, Subpart C.

The method of selection for random urine drug testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected.

The term "employees subject to testing" under this agreement is meant to include any employee required to have a Commercial Drivers License (CDL) under the Department of Transportation regulations.

Employees out on long term injury or disability for any reason shall not be tested.

The provisions of Article 38, Section F Subsection 3 (Split Sample Procedures), and Article 38, Section J Subsection 1 (One-Time Rehabilitation), shall apply to random urine drug testing.

C. Non-Suspicion-Based Post-Accident Testing

Non-suspicion-based post-accident testing is defined as urine drug testing as a result of an accident which meets the definition of an accident as outlined in the Federal Motor Carrier Safety Regulations. Urine drug testing will be required after accidents meeting the following conditions and drivers are required to remain readily available for testing for thirty-two (32) hours following the accident or until tested.

Employees subject to non-suspicion-based post-accident drug testing shall be limited to those employees subject to DOT drug testing, who are involved in an accident where there is:

(i) a fatality, or;

(ii) a citation under State or local law is issued to the driver

for a moving traffic violation arising from the accident in which

(a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or

(b) one or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

The driver has the responsibility to make himself/herself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The driver is responsible to notify the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action.

If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he/she shall not be required to submit to post-accident urine drug testing.

The Employer shall make available a urine drug testing kit and an appropriate collection site for the driver to provide specimens.

The provisions of Article 38, Section F Subsection 3 (Split Sample Procedures), and Article 38, Section J Subsection 1 (One-Time Rehabilitation), shall apply to non-suspicion-based post-accident urine drug testing.

D. Chain of Custody Procedures

Any specimens collected for drug testing shall follow the DHHS/DOT (Department of Health and Human Services/Department of Transportation) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT regulations, it is the employee's responsibility to initial the seals on the specimen bottles, additionally ensuring that the specimens tested by the laboratory are those of the employee.

The required procedure follows:

When urine specimens are to be provided, at least 45 mL of specimen shall be collected. At least 30 mL shall be placed in one (1) self-sealing, screw-capped or snap-capped container. A urine specimen of at least 15mL shall be placed in a second (2nd) such container. They shall be sealed and labeled by the collector, and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each container and initial same.

Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The container shall be sent to the designated testing laboratory at the earliest possible time by the fastest available means.

In this urine collection procedure, the donor shall urinate into a collection container capable of holding at least 55 mL, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initialed the bottles.

It is recognized that the Specimen Collector is required to check for sufficiency of specimen, acceptable temperature range, and signs of tampering, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen is outside of the acceptable temperature range or has been intentionally tampered with or substituted by the employee, the employee will be required to immediately submit an additional specimen under direct observation. Also, if it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations for creatinine, specific gravity, pH, and any substances that may be used to adulterate the specimen shall be performed by the laboratory. If the laboratory suspects the presence of an interfering substance/adulterant that could make a test result invalid, but the initial laboratory is unable to identify it, the specimen must be sent to another HHS certified laboratory that has the capability of doing so.

Any findings by the laboratory that indicate that a specimen is adulterated as a result of the fact that it contains a substance that is not expected to be present in human urine; a substance that is expected to be present is identified at a concentration so high that it is not consistent with human urine; or has physical characteristics which are outside the normal expected range for human urine shall be immediately reported to the Employer's Medical Review Officer (MRO). The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen bottles in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory, the Employer may take disciplinary action based upon the MRO's ruling.

E. Urine Collection Kits and Forms

The contents of the urine collection kit shall be as follows:

1. The kit shall include a specimen collection container capable of holding at least fifty-five (55) mL of urine and contains a temperature reading device capable of registering the urine temperature specified in the DOT regulations.

2. Two (2) plastic bottles that are capable of holding at least thirty-five (35) mL, have screw-on or snap-on caps, and markings clearly indicating the appropriate levels for the primary (30 mL) and split (15 mL) specimens.

3. A uniquely numbered (i.e. Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit seal (e.g., Box Seal) shall be utilized during the urine collection process and completed by the collection site person. In the case of probable suspicion or other contractually required testing, a Non-DOT chain of custody form will be used for the testing of Non-DOT employees. The appropriate laboratory copies are to be placed into the transportation container with the urine specimens. The exterior of the transportation kit shall then be secured, e.g., by placing the tamper-proof Box Seal over the outlined area.

4 Shrink-wrapped or similarly protected kits shall be used in all instances.

F. Laboratory Requirements

1. Urine Testing
In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and adulterants employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

2. Specimen Retention

All specimens deemed positive, adulterated, substituted, or invalid by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

3. Split Sample Procedure

The split sample procedure is required for all employees selected for urine drug testing. When any test kit is received by the laboratory, the "primary" sealed urine specimen bottle shall be immediately

removed for testing, and the remaining "split" sealed specimen bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit. After receiving the specimen, the collector shall pour at least 30 mL of urine into the specimen bottle and at least 15 mL into the second split specimen bottle. Both bottles shall be sealed in the employee's presence, initialed by the employee, then forwarded to an accredited laboratory for testing. If the employee is advised by the MRO that the first (1st) urine sample tested positive, adulterated, or substituted, in a random, return to duty, follow-up, probable suspicion or post accident urine drug test, the employee may, within seventy-two (72) hours of receipt of the actual notice, request from the MRO that the second (2nd) urine specimen be forwarded by the first laboratory to another independent and unrelated accredited laboratory of the parties' choice for GC/MS confirmatory testing for the presence of the drug, or other confirmatory testing for adulterants, or to confirm that the specimen has been substituted as defined in 49 CFR Part 40. If the employee chooses to have the second (2nd) sample analyzed, he/she shall at that time execute a special check-off authorization form to ensure payment by the employee. Split specimen testing will conform to the regulations as defined in 40 CFR Part 40. If the employee chooses the optional split sample procedure, and so notifies his Employer, disciplinary action can only take place after the MRO reports a positive, adulterated, or substituted result on the primary test and the MRO reports that the testing of the split specimen confirmed the result. However, the employee may be taken out of service once the MRO reports a positive, adulterated, or substituted result based on the testing of the primary specimen while the testing of the split specimen is being performed. If the second (2nd) test confirms the findings of the first laboratory and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) sample's analysis before entering the rehabilitation program. If the second (2nd) laboratory report is negative, for drugs, adulterants, or substitution, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

4. Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must certified by Health and Human Services under the National Laboratory Certification Program (NLCP).

G. Laboratory Testing Methodology

1. Urine Testing

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmatory procedures for drugs and confirmatory procedures for specimens that are initially identified as being adulterated or substituted shall comply with the testing protocols mandated by the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

Validity testing shall be conducted on all specimens, pursuant to HHS requirements, to determine whether they have been adulterated or substituted. All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative, unless they are confirmed to be adulterated, substituted, or invalid. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive. Specimens that are confirmed to be adulterated or substituted shall be reported as such.

When a grievance is filed as a result of a drug test that is ruled positive, adulterated, or substituted, the Employer shall provide a copy of the MRO ruling to the Union.

Where Schedule I and II drugs are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

2. Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

3. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible medical causes of specimens having an invalid result, and applicable DOT agency regulations. In addition, the MRO shall keep current on applicable DOT agency regulations and comply with the DOT qualification training and continuing education requirements. The MRO shall review all urine drug test results from the laboratory and shall examine alternate medical explanations for tests reported as positive, adulterated, or substituted, as well as those results reported as invalid. Prior to the final decision to verify a urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee declines to speak with the MRO, or the employee fails to contact the MRO within 72 hours of being notified to do so by the employer, or if the MRO is unable to contact the employee within ten (10) days of the receipt of the drug test result being reported to him by the laboratory, then the MRO may report the result to the employer.

4. Substance Abuse Professional (SAP)

The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to employer interest in safety-sensitive functions, and applicable DOT agency regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

H. Leave of Absence Prior to Testing

1. An employee shall be permitted to take leave of absence in accordance with the FMLA or applicable State leave laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

2. Employees requesting to return to work from a voluntary leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Part J of this Section. Failure to do so

will subject the employee to discipline including discharge without the receipt of a prior warning letter.

The provisions of this Section shall not apply to probationary employees.

I. Disciplinary Action Based on Positive, Adulterated, or Substituted Test Results

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

1. If the MRO reports that a urine drug test is positive, adulterated, or substituted, the employee shall be subject to discharge except as provided in Part J.

2. The following actions shall apply in probable suspicion testing based on DOT and contractual mandates.

a. If the urine drug test is positive, adulterated, or substituted, according to the procedures described in Part G, the employee shall be subject to discharge.

b. If the breath alcohol test results show a blood alcohol concentration equal to or above the level previously determined by the appropriate Supplemental Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to the Supplemental Agreement.

c. If the breath alcohol test is negative and the urine drug test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

J. Return to Employment After a Positive Urine Drug Test

1. Any employee with a positive, adulterated, or substituted urine drug test result (other than under probable suspicion testing), thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1) - time lifetime basis if the employee successfully completes a course of education and/or treatment program as recommended by the Substance Abuse Professional (SAP). The SAP will recommend a course of education and/or treatment with which the employee must demonstrate successful compliance prior to returning to DOT safety-sensitive duty. The SAP will refer him/her to a treatment program which has been approved by the applicable Health and Welfare Fund, where such is the practice. Any cost of evaluation, education and/or treatment over and above that paid for by the applicable Health and Welfare Fund,

must be borne by the employee.

2. Employees electing the one-time lifetime evaluation and/or rehabilitation must notify the Employer within ten (10) days of being notified by the Employer of a positive, adulterated, or substituted urine drug test. The evaluation process and education and/or treatment program must take a minimum of ten (10) days. The employee must begin the evaluation process and education and/or treatment program within fifteen (15) days after notifying the Employer. The employee must request reinstatement promptly after successful completion of the education and/or treatment program. After the minimum ten (10) day period and re-evaluation by the SAP, the employee may request reinstatement, but must first provide a negative return to duty urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement. After the discharge is sustained, the employee must notify the Employer within ten (10) days of the date of the decision, of the desire to enter the evaluation process and education and/or treatment program.

3. While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto except the continued accrual of seniority.

4. Before reinstatement after the minimum ten (10) day period, the employee must be re-evaluated by the Substance Abuse Professional to determine successful compliance with any recommended education and/or treatment program. The employee must then submit to the Employer's return-to-duty urine drug test (and alcohol test if so prescribed by the SAP) with a negative result. The employee will be subject to at least six (6) unannounced follow-up urine drug tests in the first year, as determined by the SAP. If, at any time, the employee tests positive, provides an adulterated or substituted specimen, or refuses to submit to a test, the employee shall be subject to discharge.

(a) Return-to-duty drug test is a urine drug test which an employee must complete with a negative result, after having been reevaluated by a SAP to determine successful compliance with recommended education and/or treatment.

(b) Follow-up drug testing shall mean those unannounced urine drug tests required (minimum of six (6) in a twelve (12) month period) when an employee tests positive, provides an adulterated or substituted specimen, or refused to be tested, and has been evaluated by the SAP, completed education and/or treatment, been re-evaluated by SAP and returned to work. The requirements of follow-up testing follow the employee through breaks in service (i.e. layoff, on-the-job injury, personal illness/injury, leave of

absence, etc.) In addition, the requirements of follow-up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow-up urine drug and/or alcohol tests and to extend the twelve (12) month period up to sixty (60) months.

K. Special Grievance Procedure

Grievances arising under this section shall be handled under the provisions of Articles 21, 22 and 23 of this Agreement.

L. Paid-for Time

1. Training

Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

2. Testing

Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

a. Random Drug Tests

(1) for all time at the collection site.

(2) (a) for travel time one way if the collection site is reasonably en route between the employee's home and the terminal, and the employee is going to or from work; or

(b) for travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee's home and the terminal.

(3) When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.

(4) The Employer will not require the employee to go for urine drug testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.

(5) During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and

from the collection site to take a random drug test.

b. Non-Suspicion-Based Post-Accident Testing

(1) In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time [during the thirty-two (32) hour period], the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

Section 2 Alcohol Testing

The parties agree that in the event of further federal legislation or DOT regulations providing for revised methodologies or requirements, those revisions shall, to the extent they impact this Agreement, unless mandated, be subject to mutual agreement by the parties.

A. Alcohol Testing Procedure
All alcohol testing under this Section will be conducted in accordance with applicable DOT/FMCSA regulations. All equipment used for alcohol testing must be on the NHTSA Conforming Products List and be used and maintained in compliance with DOT requirements. Breath samples will be collected by a Breath Alcohol Technician (BAT) who has successfully completed the necessary training course that is the equivalent of the DOT model course and who is knowledgeable of the alcohol testing procedures set forth in 49 CFR Part 40 and any current DOT Guidance. Law enforcement officers who have been certified by state or local governments to conduct breath alcohol testing are deemed to be qualified as Breath Alcohol Technicians. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.

1. Screening Test
The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol.
Breath Alcohol Levels:
Less than 0.02% BAC - Negative
0.02% BAC and above - Positive (Requires Confirmation Test)

2. Confirmatory Test

All samples identified as positive on the initial screening test, indicating an alcohol concentration of 0.02% BAC or higher, shall be confirmed using an EBT device that is capable of providing a printed result in triplicate; is capable of assigning a unique number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number and the time of the test unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than thirty (30) minutes unless otherwise provided by conditions set forth and defined in 49 CFR Part 40..

The following cutoff levels shall be used to confirm a positive test for alcohol:
Breath Alcohol Levels:
Less than 0.02% BAC - Negative
0.02% BAC to 0.039% BAC - Positive*
0.04% BAC and above - Positive*
*Refer to Section 4 L for Discipline Based on a Positive Test

B. Notification

All employees subject to DOT-mandated random alcohol testing will be notified of testing by the Employer, in person or by direct phone contact.

C. Random Testing

The method used to randomly select employees for alcohol testing shall be neutral, scientifically valid and in compliance with DOT regulations.

The annual random testing rate for alcohol use shall be the rate established by the Administrator of the FMCSA .

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT alcohol testing regulations and arising from the results of an alcohol test which is subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one

(1) hour prior to starting the tour of duty, during the tour of duty, or immediately after completing the tour of duty.

Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

D. Non-Suspicion-Based Post-Accident Testing

Employees subject to non-suspicion-based post-accident alcohol testing shall be limited to those employees subject to DOT alcohol testing, who are involved in an accident where there is:

(i) a fatality, or;

(ii) a citation under State or local law is issued to the driver for a moving traffic violation arising from the accident in which

(a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or

(b) one or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

Alcohol testing will be required under the above conditions and employees are required to submit to such testing as soon as practicable. Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a DOT post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Prior to the effective date of the DOT alcohol testing regulations, the Employer agrees to give each employee subject to DOT non-suspicion-based post-accident testing written notification of the procedures required by the DOT regulations in the event of an accident as defined by the DOT.

E. Substance Abuse Professional (SAP)

1. The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders, be knowledgeable of the SAP function as it relates to employer interest in safety-sensitive functions, and applicable DOT agency regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

2. The Employer will provide the employee with a list of resources available to the driver in evaluating and resolving problems with the misuse of alcohol as soon as practicable but no later than thirty-six (36) hours after the Employer's receipt of notice from the BAT that the employee has a BAC of 0.04% or higher, exclusive of holidays and weekends. The SAP will be responsible for recommending the appropriate course of education and/or treatment required prior to the employee returning to work and is the only person responsible for determining, during the evaluation process, whether an employee will be directed to a rehabilitation program, and if so, for how long.

3. Follow-up and return-to-duty tests need not be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with an alcohol and drug abuse problem, the SAP may require drug tests to be performed along with any required alcohol follow-up and/or return-to-duty tests, if it has been determined that a driver has violated the drug testing prohibition.

4. Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions under this Agreement, over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee. The Employer will pay for random, non-suspicion-based post-accident and probable suspicion alcohol testing. Return-to-duty and follow-up alcohol testing that is prescribed by the SAP, will be paid for by the Employer, provided the employee tests negative.

F. Probable Suspicion Testing

Employees subject to DOT probable suspicion alcohol testing under this Section shall be tested in accordance with current, applicable DOT regulations.

For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.

In the event the Employer is unable to determine whether the abnormal behavior or appearance is due to alcohol or drugs, the Employer shall specify that the basis for any disciplinary action or testing is for alcohol and/or drug intoxication. In such cases, the employee shall be tested in accordance with Article 35, Section 3 A, and applicable DOT alcohol testing regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol, the Employer may require the employee, in the presence of a union shop steward or other employee requested by the employee under observation, to submit to a breath alcohol test. Suspicion is not probable and thus not a basis for testing if it is based solely on third party observation and reports.

The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. Upon request, a copy must be provided to the shop steward or other union official after the employee is discharged or suspended or taken out of service.

All supervisors and Employer representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the physical, behavioral, speech and performance indicators of how to detect probable suspicion alcohol misuse and use of controlled substances as required by DOT regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

G. Preparation for Testing

All alcohol testing shall be conducted in conformity with the DOT alcohol regulations. Any alleged abuse by the Employer, such as proven harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the grievance procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing site, an employee must provide the Breath

Alcohol Technician (BAT) with proper identification. The employee shall not be required to waive any claim or cause of action under the law.

A standard DOT approved alcohol testing form will be used by all testing facilities. In the case of probable suspicion or other contractually required testing, a Non-DOT chain of custody form will be used for the testing of Non-DOT employees.

H. Specimen Testing Procedures

All procedures for alcohol testing will comply with Department of Transportation regulations.

No unauthorized personnel will be allowed in any area of the testing site. Only one alcohol testing procedure will be conducted by a BAT at the same time.

The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within five (5) days, an evaluation from a licensed physician selected by the Employer and the Local Union and who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of breath. If the physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

I. Leave of Absence Prior to Testing

An employee shall be permitted to take leave of absence in accordance

with the FMLA or applicable State leave laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. This provision does not alter or amend the disciplinary provision Article 35, Section 4 L) of this Section.

Before returning to work from a voluntary leave of absence, the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than 0.02% BAC, and further be subject to six (6) unannounced follow-up alcohol tests in the first twelve (12) months following the employee's return to duty.

The Supplemental Agreements shall address the issue of an extra-board driver who, while at his home terminal, has consumed alcohol, is then called for dispatch and requests additional time off. Requesting time off under this provision shall not be used as a subterfuge to avoid taking a random alcohol (and/or drug) test.

J. Disciplinary Action Based on Positive Test Results

1. First Positive Test
0.02% BAC-0.039% BAC
Out of Service for 24 hours
0.04% BAC-Less than State DWI/DUI Limit
Out of Service for the length of time determined by the SAP with a minimum of twenty-four (24) hours
State DWI/DUI Limit and Above
Subject to discharge

2. Second Positive Test
0.02% BAC-0.039% BAC
Out of Service for a five (5) calendar day suspension
0.04% BAC-Less than State DWI/DUI Limit

Out of Service for the length of time determined by the SAP with a minimum of a twenty (20) calendar day suspension
State DWI/DUI Limit and Above

Subject to discharge

3. Third Positive Test
0.02% BAC-0.039% BAC
Out of Service for a fifteen (15) calendar day suspension
0.04% BAC-Less than State DWI/DUI Limit
Out of Service for the length of time determined by the SAP with a minimum of a thirty (30) calendar day suspension
State DWI/DUI Limit and Above

Subject to discharge

4. Fourth Positive Test
0.02% BAC-0.039% BAC
Subject to discharge
0.04% BAC-Less than State DWI/DUI Limit
Subject to discharge
State DWI/DUI Limit and Above
Subject to discharge

5. An employee who is tested positive in a non-suspicion-based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:
First Non-Suspicion-Based Post-Accident Positive Test - 0.02% BAC - 0.039% BAC - Thirty (30) calendar day suspension. 0.04% BAC and higher - Subject to discharge.
Second Non-Suspicion-Based Post-Accident Positive Test - 0.02% BAC and higher - Subject to discharge.

6. An employee's refusal to submit to any alcohol test will subject the employee to discharge.

K. Return to Duty After a Positive (Greater than .04 to the State Limit) Alcohol Test

Before returning to work the employee must be evaluated by a SAP, comply with any education and/or treatment recommended by the SAP, be re-evaluated by the SAP to determine compliance with recommended education and/or treatment, and take a return-to-duty alcohol test, showing a result of less than 0.02% BAC. The employee will be subject to at least six (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP. The requirements of follow-up testing follow the employee through breaks in service (i.e. layoff, on-the-job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow-up urine alcohol and/or drug tests and to extend the twelve (12) month period up to sixty (60) months.

L. Paid-for-time - Testing

Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

1. Random Alcohol Tests

a. The employee shall be paid for all time at the collection site.

b. (1) for travel time one way if the collection site is reasonably en route between the employee's home and the terminal, and the employee is going to or from work; or
(2) for travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee's home and the terminal.

c. When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.

d. The Employer will not require the employee to go for alcohol testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.

e. During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and from the collection site to take a random alcohol test.

2. Non-Suspicion-Based Post-Accident Testing

a. In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the eight (8) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

b. When the Employer takes an employee out of service and directs the employee to be tested immediately, the Employer will make arrangements for the employee to return to his/her home terminal in accordance with this Agreement.

M. Record Retention

The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

Each Employer or its agent is required to maintain the following records for two years:

1. Records of the inspection and maintenance of each EBT used in employee testing;

2. Documentation of the Employer's compliance with the Quality Assurance Program for each EBT it uses for alcohol testing; and

3. Records of the training and proficiency testing of each BAT used in employee testing.

The Employer must maintain for five years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

N. Special Grievance Procedure

Grievances arising under this section shall be handled under the provisions of Articles 21, 22 and 23 of this Agreement.

ARTICLE 39 - DURATION OF Agreement

IT IS AGREED that when this Agreement is signed or agreed to same shall be in effect from **APRIL 1, 2020 through MARCH 31, 2025** and shall continue automatically from year to year thereafter unless notice in writing is given by either party desiring a change sixty (60) days before the expiration date of any year.

YRC Freight Inc.
USF Holland, LLC.

DATE: March 8, 2021

AUTOMOBILE MECHANICS' Union
LOCAL 701, IAM&AW, AFL-CIO

DATE: 8 Mar 21

DATE: March 8th, 2021